

EXHIBIT D

STERILE LABORATORY USE AGREEMENT

This Sterile Laboratory Use Agreement (the “Agreement”) is entered into as of [REDACTED] by and between [REDACTED], with an address at [REDACTED], (“User”) and [REDACTED], with an address at [REDACTED] (“Company”).

Reference is hereby made to the License Agreement dated as of [REDACTED] by and between [REDACTED], as licensor and [REDACTED] and [REDACTED], as licensee (the “License”). Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in the License.

User desires to cause a pharmacist approved in accordance with the License Agreement (the “Approved Pharmacist”) to use the Company’s sterile laboratory and equipment (“the Laboratory”) for compounding of the Licensed Product.

At User’s request, the Company agrees to make available to the Approved Pharmacist the use of the Laboratory solely for compounding of the Licensed Product. The Laboratory may not be used by any other person or for any other purpose. All costs and expenses of the Approved Pharmacist shall be paid by the User.

User agrees to pay to the Company a fee of [REDACTED] (“Use Fee”) for each month of lab usage. The Use Fee is due prior to any usage for the month. The Company may change the amount of the Use Fee on not less than ten (10) days prior written notice to User.

User may not assign any rights or obligations of this Agreement and any such assignment shall be null and void.

The Company shall not be responsible for any delays or failure to make the Laboratory available or to provide access to the aforementioned pharmacist to the Laboratory due to acts of God, strikes or other disturbances or events beyond Company’s control.

Sections 10.1, 10.2 and 10.3 of the License Agreement are incorporated herein by reference mutatis mutandis as if fully set forth herein with “Licensee” being changed to “User” and “Licensor” being changed to “Company”.

This Agreement shall terminate simultaneously with the License Agreement.

COMPANY:

[REDACTED]

USER:

[REDACTED]